ACCESS SERVICE TARIFF
Section 16
3rd Revised Sheet 12.04

#### ACCESS SERVICE

### 16. MegaLink Custom Services (Cont'd)

## 16.4 Rate Regulations (Cont'd)

## 16.4.3 Monthly Recurring Rates (Cont'd)

## (C) Monthly Recurring Rates For Optional Features, BSEs and Functions

## (1) DS3 to DS1 Multiplexing

The recurring rates for DS3 to DS1 multiplexing arrangements are applied on a per multiplexer basis and are based on the billing period selected by the customer.

#### (2) SecureNet

The recurring rates for SecureNet are applied on a per premises, per DS3 basis and are based on the billing period selected by the customer.

## (3) <u>Service Extensions</u>

The recurring rates applicable for a Service Extension utilize the Interoffice Fixed and Per Mile charge applicable for MegaLink Custom Service.

The Interoffice Fixed rate is based on the billing period selected by the customer and is applied on a per DS3 or DS3 equivalent basis. The Interoffice Fixed rate for the Service Extension is applicable in addition to an Interoffice Fixed charge which may be applicable for the MegaLink Custom Service.

The Per Mile rate for a Service Extension is based on the billing period and Volume Option specified by the customer and is applicable for the appropriate number of miles from the original Telephone Company Hub Central Office to the new Telephone Company Hub Central Office.

# (AT) (4) STN Interconnection with SecureNet Equipped MegaLink Custom Service

The recurring rates for this interconnection are applied per DS3 per interconnection and are based on the billing period selected by the customer.

ACCESS SERVICE TARIFF
Section 16
6th Revised Sheet 13

#### ACCESS SERVICE .

16. MegaLink Custom Services (Cont'd)
(CT)

16.4 Rate Regulations (Cont'd)

## 16.4.4 Billing Period

The billing period establishes the amount of time that rates for a service are stabilized by the Telephone Company.

The following billing periods are available for MegaLink Custom Services and associated optional features, BSEs and functions:

Month to Month

3 year

5 year

10 year

One month prior to the expiration of the billing period, the customer must select one of the following options:

- (1) Renew the service for a specified period of time as provided in this tariff under the regulations, rates in effect at the time of expiration of the existing service.
- (2) Elect to disconnect the service upon expiration of the billing period.

If a customer selects neither (1) nor (2) above, the current regulations, rates and charges for the Month to Month rate option will be applied upon expiration of the billing period. The customer's existing service will not be subject to the 1 year minimum service period after reverting to the Month to Month rate option.

No nonrecurring charges apply as long as the same number of DS3s are renewed. Any change in the number of DS3s will incur the appropriate nonrecurring charges.

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6th Revised Sheet 14

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
  (CT)
- 16.4 Rate Regulations (Cont'd)

## 16.4.5 Minimum Service Periods

Minimum service periods establish the minimum period for which a MegaLink Custom Service or an optional feature, BSE and function will be provided.

The minimum service periods are as follows:

MegaLink Custom Service	1 year
Service Extension	l year
SecureNet Options	l year
Central Office Multiplexing	1 month

When a service is discontinued prior to the expiration of the minimum service period, the applicable charge will be the total monthly charges for the remainder of the minimum service period or billing period whichever is greater.

Services which are terminated after the minimum service period and prior to the expiration of the billing period are subject to termination charges as described in Section 16.4.6 (Termination Charges).

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#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
- 16.4 Rate Regulations (Cont'd)
- 16.4.6 Termination Charges

In the event service is terminated prior to the expiration of the minimum service period, charges, as specified in Section 16.4.5 (Minimum Service Periods), will apply. In the event service is terminated after the minimum service period and prior to the end of the billing period, a termination charge utilizing the following termination percentage will apply:

# Billing Period

Termination Percentage

(CT) 3, 5 or 10 year

20%

The termination charge is based on the volume option selected by the customer.

The termination charge is calculated as follows:

monthly rate x months remaining termination period x percentage

Example: A customer with a \$5,000 monthly rate terminates service with 10 months remaining in a 3 year billing period. The termination charge would be calculated as follows:

- (CT) \$5,000 x 10 x .20 = \$10,000
- (CT) The termination charge would be: \$10,000

If Special Construction applied for the service being terminated, an associated Termination Charge, as set forth in Section 14.4.4 (Types of Liabilities and Charges), may apply.

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#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
- 16.4 Rate Regulations (Cont'd)
- 16.4.6 Termination Charges (Cont'd)
- When an existing DS3 circuit is reterminated in a Network Reconfiguration Port, termination charges as set forth in 16.4.5 (Minimum Service Periods), 16.4.6 (Termination Charges) and 16.4.12(B) (Moving Customer Premises), will only apply to the Optional Features, BSEs and Functions associated with the reterminated DS3 circuit. Termination charges will not apply to Channel Terminations and Interoffice Mileage associated with the reterminated DS3 circuit when the DS3 end points involved do not change.

Under the following conditions, a termination charge will not apply:

- At the time the customer modifies service as set forth in Section 16.4.13 (Modification of Service).
- At the time the customer relocates a DS3 to DS1 Multiplexer, as set forth in Section 16.4.14 (Relocation of a DS3 to DS1 Multiplexer).
- At the time the customer replaces a MegaLink Custom Service with a STN subject to the following criteria:
  - (1) Both MegaLink Custom Service end points must be on the STN;
  - (2) the Minimum Period for STN must be greater than or equal to the remaining MegaLink Custom Service Billing Period; and,
  - (3) the total Minimum Period revenue for STN must be greater than or equal to the <u>remaining</u> Billing Period revenue for the MegaLink Custom Service.

Issued: May 24, 1993 Effective: June 21, 1993

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Section 16
5th Revised Sheet 14.03

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
  (CT)
- 16.4 Rate Regulations (Cont'd)

## 16.4.7 Determining Interoffice Mileage

The mileage to be used to determine the monthly rate for the Interoffice Per Mile rate is calculated on the airline distance between the two serving wire centers for a service with two channel terminations, between the serving wire center and the Telephone Company Hub Central Office or, in the case of a Service Extension, between two Telephone Company Hub Central Offices. The serving wire center associated with a customer designated premises is the serving wire center from which the customer designated premises would normally obtain dial tone.

To calculate the appropriate mileage, use the V&H coordinate method, as set forth in the National Exchange Carrier Association, Inc. FCC No. 4. If the calculation results in a fraction of a mile, round up to the next whole mile.

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#### ACCESS SERVICE

- 16. Megalink Custom Services (Cont'd)
  (CT)
- 16.4 Rate Regulations (Cont'd)

## 16.4.8 Ordering Options and Conditions

MegaLink Custom Services are ordered under the Access Order provisions set forth in Section 5 (Ordering for Access Service) preceding. Also included in Section 5 are other charges which may be associated with ordering MegaLink Custom Service (e.g., Service Date Charge Charges, Cancellation Charges, etc.)

Ordering, rating and billing procedures as set forth in Section 2.6 (Jointly Provided Access Services), preceding, will apply for MegaLink Custom Service where more than one exchange telephone company is involved (i.e., jointly provided service).

## 16.4.9 Special Access Surcharge

Regulations for the Special Access Surcharge may apply for all jurisdictionally intrastate special access facilities as set forth in Section 7.2.5 (Surcharge for Special Access Service) preceding.

16.4.10 <u>VACANT</u>

Issued: August 31, 1992 Effective: January 22, 1993

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
- 16.4 Rate Regulations (Cont'd)
- 16.4.11 Shared Use

Shared use occurs when MegaLink Custom Service and Switched Access Service are provided over the same facilities through a common interface. The facility will be ordered, provided and rated as MegaLink Custom Service. Rating as a MegaLink Custom Service will continue until such time as a portion of the available capacity for providing the MegaLink Custom Service is used to provide Switched Access Service. Shared use is only available with MegaLink Custom Services provided from a customer designated premises to a Telephone Company Hub Central Office including Service Extensions provided between two Telephone Company Hub Central Offices.

As each individual voice grade channel is activated for Switched Access Service, the MegaLink Custom Service rates for the Channel Termination, Interoffice Mileage and Multiplexer will be reduced accordingly (e.g., 1/672nd for each voice grade equivalent on a DS3 or DS3 equivalent, etc.). Switched Access Service rates and charges as set forth in Section 6.8 (Rates and Charges) or 23.5 (Rates and Charges), preceding, will apply for each channel of the shared use facility that is used to provide Switched Access Service.

The nonrecurring charge that applies when the shared use facility is installed will be the nonrecurring charge associated with the appropriate MegaLink Custom Service. The customer for the MegaLink Custom Service and the Switched Access Service may be different. The customer must place an order for each individual Switched Access Service or MegaLink Custom Service utilizing the shared use facilities and specify the channel assignment for each service.

(AT) Shared use is not permitted with Expanded Interconnection.

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Section 16
1st Revised Sheet 16.02

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
- 16.4 Rate Regulations (Cont'd)
- 16.4.11 Shared Use (Cont'd)
- (D) (Cont'd)
- (4) (Cont'd)

For the Switched Access service provided, the monthly rate would be 640/672 of a DS3 Entrance Facility. For the Special Access service provided, the monthly rate would be 32/672 of a MegaLink Custom Channel Termination (24 active channels plus the 8 vacant channels that represent spare capacity). If multiplexing were associated with the shared use facility, the monthly recurring rate for the multiplexer would be prorated in the same manner as the Entrance Facility and Channel Termination.

- (AT) (5) Channels being used in conjunction with CCS/SS7 Interconnection Service are included in the channel counts for Switched Access.
  - (E) Customers requesting Rollover of shared use facilities will be assessed nonrecurring charges as specified in 6.8.10 (Moves), 7.2.7 (Moves), 16.4.12 (Moves), 19.3.7 (Moves) with the nonrecurring charges being prorated as set forth in (E)(1) through (E)(5) preceding.

ACCESS SERVICE TARIFF
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7th Revised Sheet 17

## ACCESS SERVICE

16. MegaLink Custom Services (Cont'd)

(CT)

16.4 Rate Regulations (Cont'd)

## 16.4.12 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises;
- the customer's premises.

The charges are dependent upon the type of move requested by the customer.

(A) Moving the Point of Termination Within the Same Customer Premises

## (1) Rollover

A Rollover denotes a move involving a customer requested change of a Point of Termination from one existing MegaLink Custom Service to another existing MegaLink Custom Service within the same customer premises. The interfaces at the customer designated premises for each service involved in the Rollover must be the same type (i.e., electrical or optical). The Rollover must occur within the same Telephone Company location.

Issued: August 31, 1992 Effective: January 22, 1993

ACCESS SERVICE TARIFF
Section 16
7th Revised Sheet 17.01

## ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
- 16.4 Rate Regulations (Cont'd)
- 16.4.12 Noves (Cont'd)
- (A) Moving the Point of Termination Within the Same Customer Premises (Cont'd)
- (1) Rollover (Cont'd)

The Nonrecurring Charges apply, as set forth in Section 16.5.4 (Rollover), on a first and additional basis, per Access Order. The billing periods for the services involved in the Rollover do not change.

## (2) Relocation

A move of a Point of Termination of an existing service to a new location within the same customer premises, may be provided, at the customer's request, on a time sensitive charge basis.

The labor rates which apply are as set forth in Section 13.4.2(C) (Testing and Maintenance With Other Telephone Companies or Other Labor), preceding, of this tariff for Additional Labor. No change in billing period is required.

- (B) Moving Customer Premises
- (RT) A move of existing service may be provided at the customer's request. The customer will be billed 5% of the termination charge as set forth in
- (RT) 16.4.6 (Termination Charges).

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Section 16
4th Revised Sheet 17.02

#### ACCESS SERVICE

16. MegaLink Custom Services (Cont'd)

(CT)

16.4 Rate Regulations (Cont'd)

# 16.4.13 Modification of Service

The customer may request to modify service provided all the following conditions are met:

- a new billing period is established which includes a new minimum service period
- the expiration of the new billing period must extend to or beyond the expiration of the existing billing period
- the total revenue, based on recurring rates, over the revised billing period must be equal to or greater than the remaining revenue from the existing billing period
- the service end points must remain the same

The rates and charges in effect at the time service is modified are the rates and charges which will be billed to the customer during the new billing period.

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Section 16
4th Revised Sheet 17.03

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
  (CT)
- 16.4 Rate Regulations (Cont'd)
  - 16.4.14 Relocation of a DS3 to DS1 Multiplexer

A customer may request to relocate a DS3 to DS1 Multiplexer. The customer will be charged the nonrecurring charge as specified in 16.5.3(A) (DS3 to DS1 Multiplexing), following, for the installation of the relocated multiplexer. A termination charge, as described in 16.4.6 (Termination Charges), preceding, will not apply for the DS3 to DS1 Multiplexer at the time it is relocated.

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#### ACCESS SERVICE

#### 16. MegaLink Custom Services (Cont'd)

### 16.4 Rate Regulations (Cont'd)

## 16.4.15 Service Extension

The Volume Option for a Service Extension must be less than or equal to the Channel Termination Volume Option specified by the customer for the MegaLink Custom Service being extended.

MegaLink Custom Service with Loop Redundancy or Serving Wire Center and Facility Redundancy can be extended with a Service Extension. However, the Service Extension cannot be equipped with a SecureNet option.

MegaLink Custom Service with Hub Redundancy cannot be extended with a Service Extension. Likewise, an existing MegaLink Custom Service with a Service Extension cannot be equipped with a Hub Redundancy option.

(AT)

## 16.4.16 Facility Hubs

The Telephone Company will commence billing the monthly rate for the facility to the hub on the date specified by the customer on the Access Order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the hub or may be ordered and/or installed at a later date, at the option of the customer. The customer will be billed the appropriate MegaLink Custom Channel Termination, Interoffice Mileage (when applicable) and the Multiplexer rates at the time the facility is installed. Individual service rates (by service type) will apply for a Channel Termination and additional Channel Mileage (as required) for each channelized service.

When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Interoffice Mileage charges also apply between the hubs.

#### ACCESS SERVICE

- (AT) 16. MegaLink Custom Services (Cont'd)
- (AT) 16.4 Rate Regulations (Cont'd)
- (AT) 16.4.17 Connecting Facility Assignment Credits
- (AT) Connecting Facility Assignment (CFA) Credit is an option available to customers of MegaLink Custom Services who allow the Telephone Company use of their channel terminations for the provision of Special Access High Capacity (DS1) channel terminations to other Telephone Company customers. With CFA Credits, the Telephone Company will provide a credit to the customer of the MegaLink Custom Service for the use of their DS3 channel termination and associated DS3 to DS1 multiplexer. The Telephone Company will bill the customer of the DS1 service for the DS1 Channel Termination so provided.
- (AT) CFA Credits will expire December 31, 1995. When the CFA Credits do expire, CFA Credit arrangements will be eliminated and billing for the entire DS3 channel termination will revert back to the customer of the MegaLink Custom Service.
- (AT) The following terms and conditions apply to all CFA Credit Arrangements.
- (AT) (A) The Access Customer Name Abbreviation (ACNA) for the Special Access High Capacity Customer must be different than the ACNA for the customer of the MegaLink Custom Service.
- (AT) (B) Requests to establish or discontinue a CFA Credit will be accepted only from the customer of the MegaLink Custom Service.
- (AT) (C) When requesting a CFA Credit, the DS3 customer must provide the Telephone Company with information sufficient to correctly establish billing for a DS1 channel termination. This includes the CFA of the DS3, the DS1 customer's name, and the channel assigned to that customer. The Telephone Company will work cooperatively with the DS3 customer to identify the DS1 customer(s). However, if the DS3 customer cannot or will not provide the required information, CFA Credits will not be established.
- (AT) (D) The Telephone Company and the DS3 customer must also agree to work cooperatively to maintain accurate customer records of an CFA Credit arrangements. The customer records which must be jointly maintained are:
  - connecting facility assignments by DS1 customer and
  - additions, moves or deletions of DS1 customers onto or off of the DS3 channel termination.
  - If the Telephone Company and the DS3 customer cannot work cooperatively to maintain these customers records, additional CFA Credits will not be established.
- (AT) (E) CFA Credits can be established on Special Access DS3s for Special Access DS1s only. In addition, if channels become vacant subsequent to the establishment of CFA Credit (e.g., the DS1 customer disconnects service), the CFA Credit will be eliminated.

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#### ACCESS SERVICE

- (AT) 16. MegaLink Custom Services (Cont'd)
- (AT) 16.4 Rate Regulations (Cont'd)
- (AT) 16.4.17 Connecting Facility Assignment Credits (Cont'd)
- (AT) (F) In any month, the total CFA credits for any MegaLink Custom channel termination shall not exceed 100 percent of the combined monthly charges for the MegaLink Custom channel termination and its associated DS3 to DS1 multiplexer.
- (AT) (G) After the DS3 customer has requested a CFA Credit on an existing MegaLink Custom Service, and the Telephone Company and the DS3 customer have reached agreement that sufficient information has been identified to accurately initiate or modify the CFA Credit arrangement, within five business days of the date of reaching such agreement, the Telephone Company will send the DS1 customer via U.S. Mail a 30-day advance written notification before allowing the CFA Credit arrangement to become effective.
- (AT) (H) The Telephone Company will only remove a DS1 customer from the CFA Credit arrangement at the request of the DS3 customer or because the DS1 customer has disconnected service or moved service to a different transport facility. The DS3 customer must give the Telephone Company 14 days advance written notification of any request to remove a DS1 customer from the CFA Credit arrangement.
- (AT) (I) In the event a billing dispute is initiated by a DS1 customer, the Telephone Company will negotiate with the DS1 customer as set forth in 2.5 (Billing Regulations).
- (AT) (J) The Telephone Company will accept requests to disconnect the DS3 service only from the customer for the MegaLink Custom Service. So that DS1 customers using the DS3 channel termination will have the opportunity of continuing service without disruption, the DS3 customer is responsible for notifying all DS1 customers of the disconnection.
- (AT) (K) The credit to be applied for each DS1 channel termination using the DS3 channel termination is set forth in 16.5.1 (MegaLink Custom Service). Charges for DS1 service are set forth in 7.3.10 (High Capacity Service).

## ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd:
- 16.5 Rates and Charges

- 16.5.1 MegaLink Custom Service
- (A) Channel Termination monthly recurring rates per Volume Option, per customer designated premises

## (CR) (1) Electrical Channel Termination

Volume Option*	USOC	Month to Month	3 Year	<u>5 Year</u>	10 Year
1	TUZPX	\$1,975.00	\$1,852.00	\$1,689.00	\$1,613.00
3	TUZPX	\$5,925.00	\$5,277.00	\$4,813.00	\$4,406.00
6	TUZPX	\$11,850.00	\$9,443.00	\$8,612.00	\$7,885.00
12	TUZPX	\$23,700.00	\$16,664.00	\$15,198.00	\$13,914.00
(2)	an 1				
(2) Optical	Cuannel	Termination			
Volume Option*	USOC	Month to Month	3 Year	<u>5 Year</u>	10 Year
Volume		Month to	<u>3 Year</u> \$1,667.00	<u>5 Year</u> \$1,520.00	<u>10 Year</u> \$1,452.00
Volume Option*	USOC	Month to Month			
Volume Option*	<u>USOC</u> TKZPX	Month to Month \$1,778.00	\$1,667.00	\$1,520.00	\$1,452.00

<sup>\*</sup> Volume Option specifies the number of DS3s or DS3 equivalents.

## ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd
- 16.5 Rates and Charges (Cont'd)
- 16.5.1 MegaLink Custom Service (Cont'd)
- (B) Interoffice Mileage monthly recurring rates

				Month to			
			<u>USOC</u>	<u>Month</u>	3 Year	<u>5 Year</u>	10 Year
(CR)	(1)	Interoffice Fixed-per DS3 or DS3 equivalent	10 <b>XHX</b>	\$850.00	\$797.23	\$754.21	\$661.66

(CR) (2) Per Mile - per Volume Option, per mile

Volume Option*	USOC	Month to Month	3 Year	5 Year	10 Year
1	1J5HS	\$120.00	\$102.00	\$96.00	<b>\$90</b> .00
3	1J5HS	\$168.00	\$143.00	\$134.00	\$126.00
6	1J5HS	\$240.00	\$204.00	\$192.00	\$180.00
12	1J5HS	\$336.00	\$286.00	\$269.00	<b>\$25</b> 2.00

<sup>\*</sup> Volume Option specifies the number of DS3s or DS3 equivalents. The Volume Option and billing period will be the same as the Channel Termination Volume Option selected by the customer.

ACCESS SERVICE TARIFF
Section 16
10th Revised Sheet 20.01

## ACCESS SERVICE

- 16. MegaLink Custom Services (Cont d)
- 16.5 Rates and Charges (Cont'd)
- 16.5.1 MegaLink Custom Service (Cont'd)
- (C) Installation Charge

	USOC	<u>First</u>	<u>Additional</u>
Per DS3 or DS3 Equivalent, per customer designated premises			
- on the same Access Order	NRBSE	\$637.00	\$496.00

#### (AT) (D) Connecting Facility Assignment Credits

			<u>USOC</u>	<u>Credit Per I</u>	Month
(per	DS1	equivalent)	XXXX	\$76.00	

## 16.5.2 Service to Service Through Connect Arrangement

	USOC	Installation <u>Charge</u>
Per DS3 or DS3 equivalent	THA	\$157.00

## 16.5.3 Optional Features, BSEs and Functions

## (A) DS3 to DS1 Multiplexing

per multiplexer

	USOC	Monthly <u>Rate</u>
Month to Month	MKM	\$815.00
3 Year	MKM	\$764.00
5 Year	MKM	\$708.00
10 Year	MIKM	\$634.00
Installation Charge		\$202.00

Issued: October 4, 1994 Effective: October 17, 1994

ACCESS SERVICE TARIFF
Section 16
6th Revised Sheet 20.02

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
  (CT)
- 16.5 Rates and Charges (Cont'd)
  - 16.5.3 Optional Features, BSEs and Functions (Cont'd)
    - (B) SecureNet
      - (1) <u>Hub Redundancy</u>
        -per premises, per DS3

	USOC	Month to Month	3 year	5 year	10 year
Monthly Rate	R36AD	\$1,893.63	\$1,774.33	\$1,680.23	\$1,473.57
		Installation	Charge \$	1,848.00	

(2) <u>Serving Wire Center and Facility Redundancy</u> -per premises, per DS3

	<u>usoc</u>	Month to Month	3 year	5 year	1	0 year
Monthly Rate	R38AE	\$1,242.57	\$1,165.23	\$1,103.44	\$	967.71
		Installation	Charge S	1 301 00		

Issued: August 31, 1992

Effective: January 22, 1993

ACCESS SERVICE TARIFF Section 16 Amended 7th Revised Sheet 20.03

#### ACCESS SERVICE

- 16. MegaLink Custom Services (Cont'd)
- 16.5 Rates and Charges (Cont'd)
- 16.5.3 Optional Features, BSEs and Functions (Cont'd)
  - (B) <u>SecureNet</u> (Cont'd)
    - (3) Loop Redundancy -per premises, per DS3

	USOC	Month to Month	3 year	5 year	10 year
Monthly Rate	R39 <b>A</b> F	\$ 706.58	\$662.06	\$ 626.95	\$ 549.84

Installation Charge \$ 1,104.00

(C) <u>Service Extension</u>

#### Monthly Rate

Use Interoffice Mileage as set forth in 16.5.1(B)

## Installation Charge

	<u>USOC</u>	<u>First</u>	Additional
per DS3 or DS3 equivalent, per Service Extension - on the same Access Order	NRBSE	\$637.00	\$496.00

(AT) (D) STN Interconnection with SecureNet Equipped MegaLink Custom Service

- per DS3 per interconnection

-Monthly	USOC R3N3X	Month to Month \$287.46	3 <u>year</u> \$272.08	<u>5 year</u> \$258.39	<u>10 year</u> \$229.32
		Installation	Charge	\$298.00	

Issued: April 1, 1993 Effective: April 30, 1993

ACCESS SERVICE TARIFF
Section 16
10th Revised Sheet 21

#### ACCESS SERVICE

16. MegaLink Custom Services (Cont'd)
(CT)

16.5 Rates and Charges (Cont'd)

16.5.5 Administrative Charges

## 16.5.4 Rollover

Per existing MegaLink Custom Service(s) rolling over to another MegaLink Custom Service, on a first and additional basis, per Access Order:

USOC 1st Service Additional Service(s)
NRBR3 \$135.00 \$104.00

**,** \_\_\_\_\_

Service Rearrangement Charge

Nonrecurring Charges
USOC First Additional

- Per DS3 or DS3
equivalent on the same
Access Order for one
or any combination of
the following changes: NRBAC \$9.00 \$5.00

- Access Carrier Name Abbreviation (ACNA)
- Billing Account Number (BAN)
- Customer Circuit ID (CKR)

Issued: August 31, 1992

Effective: January 22, 1993

President - Texas Division Southwestern Bell Telephone Company

Dallas, Texas Issued: January 26, 1994 Effective: February 2, 1994

CUSTOMER SPECIFIC PRICING PLAN TARIFF

SECTION: Index
Sheet: 2
Revision: lst
Replacing: Original

## INDEX

## SECTION 2

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JUL 27 '95 13:23 FROM SWB AUSTIN RATES

President - Texas Division Southwestern Bell Telephone Company Delles, Texas

Issued: March 11, 1992 Effective: May 22, 1992 CUSTOMER SPECIFIC PRICING PLAN TARIFF
Section: 2
Sheet: 1

Revision: Original Replacing:

#### REGULATIONS

## 1. Scope

The Customer Specific Pricing Plan Tariff is to provide specialized intraLATA High Capacity Network services and/or pricing plans which are not provided under existing tariff offerings. High Capacity Network services have a bit-rate transmission that exceeds 1.544 magabits per second (mbps). Some examples of High Capacity Network service bit rates are: 3.152, 6.512, 44.756, 274.176 mbps. Included as a Customer Specific Pricing Plan Option is Microlink II - Packet Switching Digital Service to any intraLATA customer who will guerantee monthly billed revenue equivalent to at least (308,080 kilocheracters) of usage, as specified in Section 6 of the Digital link Service Tariff, for a minimum of 12 months. The Microlink II - Packet Switching Pricing Option and specialized High Capacity Network services may be provided by utilizing existing SWBT facilities and network equipment, construction of new facilities and the purchase of new network equipment or any combination thereof. These services will be provided only when in the judgment of SWBT, it is practicable and will not be detrimental to any other services furnished by SWBT.

SHBT's ability to furnish or to continue to furnish Customer Specific Pricing Plan arrangements is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

SWBT will provide a bid for High Capacity Network services to any intraLATA customer requesting SWBT to do so.

The rates for High Capacity Network services will be established based on market criteria relative to the specific case, but no rate that SWBT proposes will be below the cost of providing that service.

If a service provided under the scope of this tariff were requested by an interexchange customer purchasing services out of the Access Service Tariff, then the handling of the request and the rates for the identical services would be the same. If there are similar services that involve similar or like circumstances, then the rates for those services will also be the same. (1)

{1} All Microlink II - Packet Switching requests will be handled from this tariff. The rates for Microlink II - Packet Switching provided under this tariff will be calculated on the besis of recovery of all incremental unit costs plus a contribution of no less than 10x. JUL 27 '95 13:23 FROM SWB AUSTIN RATES TO 8#3149230070

President - Texas Division CUSTOMER SPEC

Southwestern Bell Telephone Company

Dallas, Texas Issued: March II, 1992 Effective: May 22, 1992 PAGE.003

CUSTOMER SPECIFIC PRICING PLAN TARIFF

Section: Z Sheet:

Revision: Original

Replacing

## REGULATIONS

#### 2. Liebility

- In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by SWBT, and of the other uses for which facilities may be furnished him by SWBT, and because of unavoidable errors incident to the services and to the use of such facilities of SWBT, the services and facilities furnished by SWBT, are subject to the terms, conditions and limitations herein specified.
- SWBT's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond SWBT's 2.2 reasonable control, subject to the interruption allowance provisions of this teriff.
- SMBT's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or any others for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in 2.3 transmission occurring in the course of furnishing service hereunder, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an ellowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, authorized user, or joint user, or which arise from the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SMBT.
- 2.4 The customer indemnifies and saves SWBT hermless against (1) claims for material transmitted over the service components; (2) claims from the infringement of patents arising from, combining with, or used in connection with service components of SMBT, apparatus and systems of the customer; and (3) all other claims arising out of any act or omission of the customer in connection with the service components provided by SMBT.